

PAVING AND STRIPING OF NEW PARKING LOT AND WALKWAYS FOR THE PARK EAST YOUTH CENTER

ITB 2015-63



The Town of Miami Lakes Council:

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The Town of Miami Lakes

6601 Main Street

Miami Lakes, Florida 33014

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SECTION 1
NOTICE TO BIDDERS
TOWN OF MIAMI LAKES
PAVING & STRIPING OF NEW PARKING LOT & WALKWAYS FOR PARK EAST YOUTH CENTER
ITB 2015-63

The Town of Miami Lakes ("Town") is acting as the General Contractor for the construction of the Park East Youth Center.

The Town is seeking sealed bids from contractors meeting the minimum requirements to furnish paving, striping services, and the furnishing and installation of related signage for the Park East Youth Center ("Center").

Bidders are to submit one original hard copy of their Bid, with original signatures, signed in blue ink together with a two hard copies and one copy of their signed Bid on a CD-ROM or flash drive. **Sealed Bids, including the CD-ROM or flash drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida by 10:00 A.M. on July 31, 2015.**

Scope of Work:

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment and services necessary for installation of the base, asphalt paving, and striping of the new parking lot, parking bumpers, asphalt walkways, and furnishing and installation of related signage for the main building at the East Park, 6075 Miami Lakes Drive.

Minimum Qualification Requirements:

Prospective Bidder must hold a current Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a Engineering Contractor, Category 1 or registered specialty trades contractor, Category 7, Paving Engineering. Bidder must also possess a minimum of seven (7) years' experience with construction of similar projects, and have successfully completed at least five (5) projects of a similar size, scope, and complexity during the past three (3) years. **Contractor must perform 75% of the physical construction Work. Contractor must provide five (5) reference letters from owners of the projects. The required reference letters must include three (3) from projects that were completed more than three (3) years ago and two must have been completed within the last two (2) years.**

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience in instances where the Bidder has undergone a name change and such change of name has been filed with the State of Florida. This is the sole exception to the experience requirement.

Bid Documents may be obtained by visiting the Town's website at www.miamilakes-fl.gov and selecting "Contractual Opportunities". Any further inquiries regarding the Project may be directed exclusively via e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. **It is the sole responsibility of all firms to ensure the receipt of any addendum and it is recommended that firms periodically check the Town's Procurement webpage for updates and the possible issuance of addenda.**

All Bids must be submitted in accordance with the Instructions to Bidders. **Any Bids received after the specified time and date will not be considered.** The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed on this solicitation.

SECTION 2

INSTRUCTIONS TO BIDDERS

2.1 DEFINITION OF TERMS

Basis of Design means a specific manufacturer's product that is named; including the make or model number or other designation, establishing the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other manufacturers.

Bid means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.

Bid Form means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.

Bidder means any person, firm incorporated or unincorporated business entity, acting directly or through an authorized representative, tendering a Submittal in response to this solicitation.

Change Order means a written document ordering a change in the Contract price or Contract time or a material change in the Work. A Change Order must comply with the Contract Documents.

Completed Project means that the applicable regulatory authority has issued a Certificate of Completion.

Construction Change Directive means a written directive to effect changes to the Work, issued by the Consultant or the Project Manager that may affect the Contract price or time.

Consultant means a firm that has entered into a separate agreement with the Town for the provision of architectural/engineering services for the Project.

Contract means the ITB and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.

Contract Documents means the Contract as may be amended from time to time, any and all plans, specification, bonds, addendum, clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

Contractor means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

Cure means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

Design Documents means the construction plans and specifications included as part of the ITB prepared by the Consultant under a separate agreement with the Town.

Days mean calendar days unless otherwise specifically stated in the Contract Documents.

Drawings or Plans means the graphic and pictorial portions of the Work, which serve to show the design, location and dimensions of the Work to be performed, including, without limitation, all notes, schedules and legends on such Drawings.

Field Directive means a written direction from the Consultant or Project Manager directing the Contractor to proceed with Work requested by the Town, which is minor in nature and typically should not involve additional cost.

Final Completion means the date subsequent to the date of Substantial Completion at which time the Contractor has completed all the Work under a Work Order and submitted all documentation required by the Contract Documents.

Inspector means an authorized representative of the Town assigned to make necessary inspections of materials and Work furnished and performed by Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.

Materials mean goods or equipment incorporated in a Project, or used or consumed in the performance of the Work.

Notice of Award means the written letter to the Contractor notifying the Contractor that it has been awarded the Contract.

Notice to Proceed means a written letter or directive issued by the Town Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.

Project or Work as used herein refers to all reasonably necessary and inferable construction and services required by the Contract Documents whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations, including completion of the construction in accordance with the Drawings and Specifications. The Work may constitute the whole or a part of the Project.

Project Manager means the individual assigned by the Town Manager to manage the Project.

Request For Information (RFI) means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

Submittal means the documents submitted by the Bidder in response to this ITB.

Substantial Completion means that point at which the Work is at a level of completion in substantial compliance with the Contract Documents, and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.

Town means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

2.2 GENERAL REQUIREMENTS

The ITB and any addendum that may be issued constitute the complete set of specification requirements and Bid forms. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section 1. All Bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

2.3 NON-MANDATORY PRE-BID CONFERENCE

No pre-bid conference will be held.

2.4 PREPARATION OF BID

Bidder must use the blank Town forms provided herein and the Bid must include pricing for the Base Bid and the Bid Alternate. The Bid must be signed and acknowledged by the Bidder in accordance with the directions on the ITB. Failure to utilize the Town's forms or include pricing for both the Base Bid and Bid Alternate, or fully complete the required forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions of the ITB.

The Bid is to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

Joint venture firms will not be considered for award under this ITB.

2.5 BID PREPARATION AND RELATED COSTS

All cost involved with the preparation and submission of a Bid to the Town or any work performed in connection therewith, will be the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by a contract duly approved by the Town Council or Town Manager, as applicable. The Town bears no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

2.6 PERFORMANCE OF THE WORK

By submitting a Bid the Bidder certifies that it will meet these requirements. As part of the Bid, the Bidder is to include the form entitled "Questionnaire". Failure to complete and submit this form or to meet this requirement will result in the Bid being deemed non-responsive. If the Contractor is deemed to not meet this requirement during the performance of the Work, the Contractor will be in default of the Contract Documents. **Contractor must perform 75% of the physical construction Work.**

2.7 EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
- Visit the site to become familiar with conditions that may affect costs, progress, or performance of the Work.
- Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation will constitute an incontrovertible representation by the Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for performance of the Work.

The failure of the Contractor to familiarize itself with the existing conditions that will affect the Work will not form the basis for any request for additional compensation except for unforeseen or hidden conditions that could not be readily identified during a site visit.

2.8 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, drawings, or specifications must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of addenda. All addenda will be posted on the Town's website, www.miamilakes-fl.gov. It is the sole responsibility of the Bidder to obtain all addendum by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Oral and other interpretation or clarifications will be without legal effect.

2.9 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

2.10 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids or portions of any Bid, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

Reasonable efforts will be made to either award the Contract or reject all Bids within ninety (90) calendar days after the Bid opening date. A Bidder may not withdraw its Bid unilaterally before the expiration of ninety (90) days from the date of bid opening. A Bidder may withdraw its Bid after the expiration of ninety (90) calendar days from the date of Bid opening by delivering written notice of withdrawal to the Town's Procurement Manager prior to award of the Contract. Once the Town makes the award, the Bid cannot be withdrawn under this Article.

2.11 WITHDRAWAL OF BID

A Bidder may withdraw its Bid at any date and time prior to the date and time the Bids are scheduled to be opened.

2.12 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder.

2.13 AWARD OF CONTRACT

The Award of the Contract will be to the lowest responsive and responsible Bidder, as determined by the Town. The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations

have been made into the responsibility of the Bidder and the Town Manager is satisfied that the Bidders are qualified to perform the Work.

Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency, the Bid may be declared non-responsive. Any Bidder who has filed a lawsuit against the Town or where the Town has filed a lawsuit or won a court judgment against a Bidder, such Bidder may be declared non-responsive.

If the Town accepts a Bid, the Town will notify the Bidder that it is the apparent awardee and that award is conditioned upon executing the Contract, and submission and approval of the required insurance certificates. The Town will provide a written notice of award upon the Bidder meeting these requirements.

If the successful Bidder forfeits the Award by failing to meet the conditions as stated above, the Town may, at the Town's sole option, award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-issue the ITB.

2.14 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

2.15 BIDDER IN ARREARS OR DEFAULT

The Bidder represents and warrants that the Bidder is not in arrears to the Town and is not a defaulter as a surety or otherwise upon any obligation to the Town. In addition the Bidder warrants that the Bidder has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Bidder's responsibility or qualification to receive public agreements. The Bidder considers this warrant as stated in this Article to be a continual obligation and must inform the Town of any change during the term of the Contract.

2.16 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

2.17 CONFLICT OF INTEREST

Bidder must complete Affidavit COI certifying that its Bid Submittal is made independently of any assistance of participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

SECTION 3

GENERAL TERMS AND CONDITIONS

3.1 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

3.2 PERFORMANCE OF THE WORK

By executing the Contract the Contractor certifies that it possesses the skills and knowledge to perform the Work and that the Contract Documents are sufficient in detail to indicate and convey understanding of all the requirements necessary for the performance of the Work.

3.3 TIME IS OF THE ESSENCE

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

Any date(s) and period(s) of time set forth in the Contract Documents for the commencement and completion of Work were included because of its importance to the Town.

3.4 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey
Town Manager, TOML
6601 Main Street
Miami Lakes, Florida 33014
reya@miamilakes-fl.gov

Mr. Gary Fabrikant
Procurement Manager, TOML
6601 Main Street
Miami Lakes, Florida 33014
fabrikantg@miamilakes-fl.gov

For Contractor:

(To Be Determined)

3.5 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

In the event of conflicts in the Contract Documents the priorities stated below will govern;

- Revisions and Change Orders to the Contract will govern over the Contract.
- The Contract Documents will govern over the Contract
- The Contract will govern over any documents incorporated by reference.
- The Special Conditions will govern over the General Conditions of the Contract.
- Terms and conditions in the Contract will govern over terms and conditions stated on the plans or in the specifications.

In the event that Drawings and specifications are provided the priorities stated below will govern:

- Scope of Work and Specifications will govern over Plans and Drawings.
- Schedules, when identified as such, will govern over all other portions of the Plans.
- Specific detail will govern over general detail.
- Specific Notes will govern over General Notes, and all other portions of the Plans, unless specifically stated otherwise.
- Larger scale drawings will govern over smaller scale drawings.
- Detailed drawings will govern over less detailed drawings.
- Figured or numerical dimensions will govern over dimensions obtained by scaling.
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality will govern.

3.6 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor must defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

3.7 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

- a. Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$300,000 each accident and a waiver of subrogation. Where the Contractor will be using a personnel leasing agency the worker's compensation insurance must be provided by the leasing company and Attachment B must be completed.
- b. Employer's Liability:** Limit for each bodily injury by an accident must be \$300,000 policy limit for each accident, per employee, including bodily injury caused by disease.
- c. Comprehensive Business Automobile and Vehicle Liability Insurance:** This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- d. Commercial General Liability ("CGL").** This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form

Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

- Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$300,000)**. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
- Personal and Advertising Injury with an aggregate limit of **three hundred Dollars (\$300,000)**.
- CGL Required Endorsements
 - Employees included as insured
 - Contingent Liability/Independent Contractors Coverage
 - Contractual Liability
 - Waiver of Subrogation
 - Premises and/or Operations
 - Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
 - Loading and Unloading
 - Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

- e. Certificate of Insurance:** Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.
- f. Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

3.8 GENERAL REQUIREMENTS

The employee(s) of the Contractor will be considered at all times to be its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

3.9 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of the Work specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

3.10 SITE INVESTIGATION AND REPRESENTATION

It is the responsibility of the Contractor to satisfy itself as to the nature and location(s) of the Work under a Work Order prior to commencement of Work on the site, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the Town for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

It is the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor must call Sunshine State One Call of Florida, Inc. and other appropriate agencies, as applicable, prior to the commencement of any excavation or digging to determine the locations of existing utilities

prior to the commencement of any Work. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, identified or not.

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town must be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the work.

Should the Town direct the Contractor to relocate any utilities that would be impacted by any Work then the Town will compensate the Contractor for such relocation in accordance with the Change Order provisions of the Contract.

The Contractor will not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner. Requests for any disconnection, including those required of other utilities must be in writing and received by the Town at least seventy-two (72) hours prior to the time of the requested interruption. The Town may require that the Contractor notify, in writing, any property owners to be impacted by service interruptions to their utilities.

Any failure by the Contractor to familiarize itself with any utilities that may impact the performance of the Work will not relieve Contractor from responsibility for properly estimating the difficulty or cost of performing the Work and will not entitle the Contractor to any additional compensation.

3.11 METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents will be made upon that basis.

The Contractor must comply with the manufacturer's requirements for the handling, delivery and storage of all equipment and materials. Contractor must inspect all equipment and materials immediately prior to installation and must not install any damaged or defective items.

Contractor must comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents or applicable Work Order.

The manner in which the Work is performed will be subject to the approval of the Project Manager, whom if necessary, will have the authority to require changes in the manner in which the Work is performed.

Where materials are transported in the performance of the Work, vehicles must not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage must be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas must be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

3.12 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA

Contractor must verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and must notify the Project Manager of all errors,

omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished to the Project Manager. Contractor will not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

3.13 SUPPLEMENTAL DRAWINGS AND SPECIFICATIONS

The Project Manager or Consultant will have the right to approve and issue supplemental instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such supplemental instructions involve no change in the Contract Price or this Contract Time, unless a Change Order is issued in accordance with the Contract Documents.

Project Manager or Consultant will have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which must be considered as part of the Contract Documents. In case of disagreement between the written and graphic portions of the Contract Documents, the written portion will govern.

3.14 LABOR AND MATERIALS

The Town will provide water and electrical power to the Project site.

Except as stated herein, the Contractor must provide and pay for all materials, labor, tools, equipment, light, transportation and other facilities and services necessary for the proper execution and completion of the Work. All materials must be new and free from defects.

3.15 VEHICLES AND EQUIPMENT

Contractor must have on hand at all times, clean vehicles, machinery, equipment, tools, accessories and any other items necessary, in good working order, to perform the Work under the Contract.

All equipment and vehicles utilized by the Contractor must meet all the requirements of federal, state and local regulations including, without limitation, all USDOT, FDOT and all applicable safety regulations.

All equipment must comply with and be used in accordance with all applicable safety regulations including scaffolding, ladders, hoists, planks, and similar items. Contractor must not use any vehicles, equipment, tools or materials that require repair or maintenance until such work is performed. Contractor must comply with manufacturer's guidelines and instructions for use of all vehicles, equipment and materials. Contractor must maintain all vehicles and equipment surfaces clean and remove any excess sealant and lubricants.

The Town may require the removal, repair, replacement of any of the above as the Town may deem necessary. Any such action will not form the basis for any claim for delay on the part of the Contractor.

3.16 SUBSTITUTIONS

Substitution of any specified material or equipment requires the prior written acceptance of the Project Manager. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Manager to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's sole responsibility to meet the requirements of the Contract Documents and the

requirements of a Work Order. The Town may require an adjustment in price based on any proposed substitution.

The Contractor may request the Town to approve substitution where the specified materials are not available. Such requests must be submitted in writing to the Project Manager in advance with sufficient information to evaluate the substitution. The Contractor must provide the substitute materials plant designation, type, grade, quality, and size. Acceptance of substitutions will be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

The Project Manager will make every effort to review the requested substitution and provide a response in a timely manner. No substitute are to be ordered, installed or utilized without the Project Manager's prior written acceptance, which will be evidenced by either a Change Order or an approval of the submittal. The Town may require the Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. If the Project Manager rejects the proposed substitute, at its discretion, the Town may require the Contractor to reimburse the Town for the charges of the Consultant for evaluating the proposed substitute.

3.17 PROTECTION OF PROPERTY & UTILITIES

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

Should any disruption to existing utilities or property occur during the performance of the Work the Contractor must immediately stop work and notify the Project Manager and the owner of the utility.

Contractor will be responsible to restore all utilities or property impacted by the Work to pre-existing conditions to the satisfaction of the Project Manager at no cost to the Town.

3.18 COORDINATION OF THE WORK

The Contractor must familiarize itself with any work being performed by the by other contractors at the Project site. The Contractor must coordinate its Work with any other contractor performing work at the Project site to ensure that no delays result in the performance of the Work or the work by other contractors. The Contractors failure to properly coordinate the Work will not form the basis for any request or claim for an extension of time or additional compensation. The Project Manager may assist the Contractor in coordinating the Work. However, any such assistance, or lack thereof will not form the basis for any claim for delay or increased cost.

Should the Contractor interfere with or impact the work being performed by other contractors at the Project site Contractor will be liable to the affected contractor for the cost of such interference or impact.

To ensure the proper execution of subsequent Work, Contractor must inspect the Work already in place and must at once report to Project Manager any discrepancy between the executed work and the requirements of the Contract Documents.

3.19 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES

Contractor is full responsible for its Work against all losses or damages of whatever nature, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor's duties and responsibilities for the safety and protection of the Work will continue until such time as all the Work is completed and Project Manager has issued the Contractor a notice of Final Completion.

3.20 SAFETY PRECAUTIONS

Contractor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury or loss to:

- All employees on the Project(s) site(s) and other persons who may be affected thereby;
- All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
- Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor must notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Contractor must comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor must comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

The Contractor must provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration. Contractor must immediately report to the Project Manager every accident to persons and must furnish in writing full information, including witness statements, regarding any and all accidents.

3.21 SUPERVISION OF THE WORK

Contractor is responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract. Project Management includes, but is not limited to: obtaining bids from subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that subcontractors comply

with the requirements of the Contract; performing the Work in accordance with the Contract to the satisfaction of the Project Manager; paying all subcontractors; obtaining release of liens/claims fees; and obtaining temporary and final permit approvals.

Contractor must have a competent English speaking supervisor ("Supervisor") who will represent the Contractor in the field and all directions given to the Supervisor will be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor and the Supervisor will give efficient and sufficient supervision to the Work, using their best skill and attention to ensure the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor as necessary during the course of the Work to review and agree upon the Work performed and outstanding issues.

3.22 SUBCONTRACTORS

Subcontracting any portion of the Work is not permitted

3.23 CONSULTANT SERVICES

The Town, at its sole discretion may hire a Consultant who may serve as the Town's representative for the Project. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided in the Contract Documents and as outlined in Article 3.26, Authority of the Project Manager, of the General Terms and Conditions, where such authority has been delegated in writing by the Project Manager.

3.24 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to the Consultant.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and Consultant have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing. All instructions to the Contractor will be issued through the Town Manager or designee or the Project Manager.

The Project Manager will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, give rise to any duty or responsibility of the Project Manager to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

3.25 INSPECTION OF THE WORK

The Project Manager, Inspectors, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work must at all times have access to the Work

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor must provide timely notice of readiness of the Work for testing and timely notice must be given by the Contractor of the date fixed for such testing, so that the appropriate representatives of the Town, other applicable entities, and appropriate regulatory entities can be present for such testing. Contractor is responsible for making arrangements for all tests, and for all associated costs for all required testing. The original copies of all testing reports are to be sent directly to the Project Manager by the testing firm, with a copy to the Contractor.

The Town, at its sole discretion may conduct testing in addition to the required testing. In such instances the Town will pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract Documents. In such instances the Contractor must reimburse the Town for all incurred testing cost and the Contractor will be responsible for any costs associated with re-testing to ensure compliance.

Inspectors have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager

3.26 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

- 1) Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
- 2) During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to insure that he has the appropriate Town permits to perform such work as may become

necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

The Town serving as the General Contractor holds the Building Permit for the Construction of the Youth Center

3.27 TAXES

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

3.28 REMOVAL OF UNSATISFACTORY EMPLOYEES

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

3.29 UNCOVERING FINISHED WORK

The Project Manager's right to make inspections includes the right to order the Contractor to uncover or take down portions of finished Work. The Project Manager will notify the Contractor in writing concerning all finished Work to be uncovered. Should the Work prove to be in accordance with the Contract Documents, the uncovering or taking down and the replacing and the restoration of the parts removed will be treated as additional Work for the purpose of computing additional compensation and an extension of time, which will be process through the Change Order provisions of the Contract. Should the Work examined prove unsatisfactory, such uncovering, taking down, replacing and restoration will be at the sole expense of the Contractor. Such expenses will also include repayment to the Town for any and all expenses or costs incurred by it, including employee salaries or related cost, in connection with such uncovering, taking down, replacing and restoration at the Project site.

3.30 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract or Work Order. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, the Project Manager has the authority to cause the defective/non-compliant Work to be removed or corrected, or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, will be paid for out of any monies due or which may become due the Contractor. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the Town to accept the defective Work.

3.31 FIELD DIRECTIVE

The Project Manager may at times issue Field Directives to the Contractor based on visits to the Project Site. Such Field Directive(s) will be issued in writing and the Contractor is required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor must, within 48 hours, notify the Project Manager that the work covered by the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded by the Project Manager or the Contractor may be required to submit a request for a change to the Contract. Where the Contractor is notified of the Town's position that the Work is within the scope and the Contractor disagrees, the Contractor may notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive, in accordance with the requirements of Article 3.38. At no time will the Contractor refuse to comply with the Field Directive. Failure to comply with the Field Directive may result in a determination that the Contractor is in default of the Contract.

3.32 CHANGE ORDERS

Without invalidating the Contract Documents and without notice to any Surety (if any), the Town reserves and has the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the

Contract Documents and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request For Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in the Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

In the event satisfactory adjustment cannot be reached and a Change Order has not been issued, the Town reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor, material and equipment costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available at the website address identified in Article 4.7.

3.33 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. **Do Not Include** inclement weather except for

significant weather events that adversely impact the performance or completion of the Work, and do not include the acts or omissions of Subcontractors or suppliers.

3.34 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date of completion under a Work Order by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

- The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
- The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to

intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article 3.36, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, or the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring the Contractor in default.

3.35 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is either (i) caused by circumstances that could not be foreseen and are beyond the control of Contractor, its subcontractors, or suppliers, or is (ii) caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article 3.36.

Failure of Contractor to comply with Article 3.36, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

3.36 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles 3.36 and 3.39 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract Price must be made by written notice by Contractor to the Town representatives identified in Article 3.4 within the timeframe established in Article 3.39, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that

additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance, be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles 3.35, 3.36 or Article 3.37. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

3.37 DISPUTES AND MEDIATION

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town must be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 3.4, Notices, of the dispute.

Within twenty (20) days of notification the Contractor must submit in writing its dispute with all supporting documentation to the Procurement Manager, as identified in Article 3.4, Notices. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding. Failure to submit the dispute and documents within the specified timeframe will be deemed conclusively to constitute a waiver of any dispute or claim resulting from that particular event.

The Town may require that supporting documentation be provided in a specific format in an effort to facilitate the Town's review of the dispute.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit its dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in

the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor will not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Council if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
- (iii) Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price or Contract Time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract, the parties will participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified mediator will be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under state law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under state law, if said party fails to comply in strict accordance with the requirements of this Article.

3.38 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order or the scope of the Work, and the Work must not be delayed or postponed pending resolution of any disputes or disagreements without the prior written approval of the Project Manager.

3.39 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract based on any attempt by the Contractor to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Should this occur the Contractor will be responsible for all direct or indirect costs associated with termination or cancellation of the Contract.

3.40 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to

which the parties may agree. Any such order will be specifically identified as a “Stop Work Order” issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 3.46, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee determines that the suspension of Work was necessary due to Contractor’s defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor’s fault or omission, the Contractor will not be entitled to an extension of time as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

3.41 CLEANING UP; TOWN’S RIGHT TO CLEAN UP

Contractor must at all times keep the Work site free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a Project site, Contractor must remove all its excess materials, waste materials and rubbish from and about the Project site as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred will be charged to Contractor. Any combustible waste materials must be removed from the Project site at the end of each day.

3.42 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any Liquidated Damages, and/or;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

3.43 CONTRACTOR DEFAULT

a. Event of Default

An event of default means a breach of the Contract by the Contractor. Where an Event of Default (“Default”) occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default

must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article does not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

3.44 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project site.

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must, Stop all Work on the date specified in the notice ("the Effective Date") and;

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Cancel all cancelable orders for materials and equipment;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
- Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

3.45 RELEASE OF RECORDS UPON TERMINATION OR FINAL ACCEPTANCE

Upon termination by the Town or Final Acceptance by the Contractor the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records.

3.46 TOWN MAY AVAIL ITSELF OF ALL REMEDIES

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

3.47 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

3.48 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Contractor must not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor must comply with all applicable Federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

3.49 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

3.50 THIRD PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract

and that no third party will be entitled to assert a claim against either of them based upon this Contract.

3.51 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

3.52 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

3.53 DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town any and all assistance which the Town may require of the Contractor.

3.54 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of Town funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days' notice.

3.55 ACCESS TO AND REVIEW OF RECORDS

Town must have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all records associated with this Contract for a period of five (5) years from the date of termination.

3.56 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

3.57 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

3.58 NON-EXCLUSIVE CONTRACT

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

3.59 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

3.60 CONTRACT DOCUMENTS CONTAINS ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

3.61 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed in accordance with the Contract. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

END OF SECTION

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 SCOPE OF WORK

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment and services necessary for installation of the base, asphalt paving, and striping of the new parking lot, asphalt walkways, and furnishing and installation of related signage and parking bumpers for the main building at the East Park, 6075 Miami Lakes Drive.

Base Scope of Work

This consists of furnishing and installation of the base, asphalt parking lot, striping, signage and parking bumpers in accordance with the following:

- Permit Drawing sheets; C3, C4 and C6.
- Specifications: Project Manual & Specifications Sections 02200, 02221, and 02747.

Bid Alternate 1 Scope of Work

This consists of furnishing and installation of the base, asphalt walkways in accordance with the drawing sheets and Specification Sections stated above and the Walkways Layout.

The Town is providing as part of this ITB the permit set of drawing ("Drawings") prepared by C3TS Architects Engineers and Planners/MEP Engineering, Inc. dated August 15, 2012. The Work must be performed in accordance with specified permit drawing sheets and specifications

4.2 REFERENCE STANDARDS

Reference to the standards of any technical society, organization or body will be construed to mean the latest standard adopted and published at the date of the award of the Contract, even though reference may have been made to an earlier standard. Such reference is hereby made a part of the Contract Documents the same as if herein repeated in full and in the event of any conflict between any of these standards and those specified, the most stringent will govern unless otherwise stated.

4.3 TIME FOR PERFORMANCE OF THE WORK

Contractor must complete the Work and obtain all permit approvals and Substantial within thirty (30) days of the Town's issuance of the Notice to Proceed.

4.4 CONTRACT TERM

The Contract will be effective upon execution of both parties and will continue in effect until expiration of the warrant period.

4.5 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50.

Any Work to be performed outside these hours will require the prior written approval of the Town Manager.

4.6 INVOICING

Contractor will make one application for payment upon Final Completion and Acceptance of the Work by the Project Manager. All applications must be submitted in duplicate and the Contractor must only use the Town's Standard Invoice Form, which is available at the Town's website at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&itemid=358, unless otherwise approved by the Town's Procurement Manager.

Failure to fully complete the Town's Standard Invoice Form, and submit all required manuals and warranties, and other required documents will delay the processing of payment to the Contractor and may result in the rejection of the request for payment.

The Town will take action to pay, reject, or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

4.7 PAYMENTS

Final Releases of Liens may be required with the payment application, at the sole discretion of the Project Manager. This form that is available at the website address identified in this Article. Conditional Releases of Liens are not acceptable.

Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- Defective Work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
- Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- Damage to another contractor not remedied.
- Liquidated damages and costs incurred by Town and/or Consultant for extended construction administration.
- Failure of Contractor to provide any and all documents required by the Contract Documents.

Contractor retains ownership of and sole liability for all stored materials or equipment and is solely responsible for any damage or loss for any reason that may result during storage and until the materials or equipment are incorporated into the Work and accepted by the Town. The Project Manager has the authority to require the Contractor to replace any damaged materials or equipment with new undamaged materials or equipment.

4.8 LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to complete the Project in the time set forth in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the timeframe set forth for Final Completion in the Contract, the Contractor will pay to the Town two hundred fifty dollars (\$150.00) for each and every calendar day of Unexcused Delay, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified in writing of any approved exceptions or extensions. The total amount of liquidated damages will not exceed the value of the Contract.

The Town has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount, which may become due hereunder, is less than the amount of liquidated damages due the Town, the Contractor must pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town will consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town will notify the Contractor that it is incurring liquidated damages.

4.9 DELIVERY & PROTECTION OF MATERIAL AND EQUIPMENT

All material must be F.O.B. delivered. The Contract is solely liable and responsible for the purchase, delivery, and installation of all materials and equipment not provided by the Town. Contractor will make all arrangements for delivery. Contractor will be solely liable for receiving, inspecting, accepting, and replacing any damaged materials or equipment and filing any and all claim with suppliers or transporters. All transportation must comply with all federal, FDOT, Miami Dade County, and Town rules and regulations.

Contractor is responsible for the protection of all materials and equipment from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the Town.

4.10 TOWN FURNISHED DRAWINGS

The Town has furnished plans ("Plans") for this Project, which reflect the design of the plumbing systems for the East Park Youth Center.

Contractor must bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor is solely responsible for verifying the accuracy of the drawings prior to commencing the Work, and will be responsible for any errors or revisions of the Work, which might have been avoided by notifying the Town prior to commencement. This also applies to any revisions or omissions identified by the Contractor. The Contractor must submit all requests for information entitled Request for Information (RFI).

Drawings and specifications are intended to be consistent, be mutually explanatory, and are to be used together and not separately. During the performance of the Work, should any errors, omissions, conflicts, ambiguities or discrepancies be found in the drawings or specifications the Contractor must bring them to the attention of the Project Manager and the Consultant. The Project Manager or the Consultant will clarify in writing the intent of the drawings and the Contractor agrees to abide by the Project Manager's or Consultant's interpretation and perform the Work in accordance with the decision of the Project Manager or the Consultant. In such event, the Contractor will be held to have included in its Contract Price the best materials suitable for the purpose and/or methods of construction.

The Contractor will have no basis for any claim for additional costs resulting from any deviations from the Plans and the cost associated with repairing or replacing any damage to construction work that is to remain.

4.11 WORK STAGING AND PHASING

The manner in which the Work is performed will be subject to the approval of the Project Manager, whom if necessary, has the authority to require changes in the manner in which the Work is performed. The Work to be performed must be done in such a manner so as not to interfere with

other contractors performing work at the Project site. Contractor must coordinate its Work with the Project Manager and other contractors performing work to avoid or minimize interference. The failure to adequately coordinate the Work to avoid or minimize interference will not form the basis for a claim for delay by the Contractor.

The Contractor must familiarize itself with all of the work being performed at the Project site so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

The Project Manager may require a staging plan to be submitted to and approved by the Project Manager prior to the start of construction and issuance of the Notice to Proceed. Such staging plan must be revised and resubmitted as necessary during construction.

4.12 DISPOSAL OF CONSTRUCTION MATERIAL AND DEBRIS

The Town is providing a twenty (20) cubic yard construction dumpsters to load and remove construction materials, debris, and trash from the Project site on a routine basis. The cost for any dumpsters and the associated costs for disposal are the responsibility of the Town.

Storing of debris or salvage materials at the Project Site is not permitted. Contractor is responsible for removing of any debris from the public roads and cleaning up the site of any spills.

No materials are to be buried and burned on the Project site.

4.13 REQUEST FOR INFORMATION

The Contractor must submit a Request for Information (RFI) where the Contractor believes that the Contract Document's specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor must include its recommendation for resolution. The Town will respond in writing.

4.14 WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Contract Documents will be new unless otherwise specified and that all of the Work will be of the best quality, free from faults or defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective. If required by the Project Manager, Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a minimum of a one (1) year unconditional warranty from the date of Final Acceptance. Where the manufacturer provides or the Contract Documents require a longer warranty the Contractor will provide the longer warranty to the Town at no additional cost. The Contractor must provide a written warranty for the labor and all manufacturer's warranties prior to the Town issuing a notice of Final Completion.

All warranties, expressed or implied, must be provided or available to the Town for materials and equipment covered by the Contract Documents. All materials must be fully guaranteed by the Contractor against factory defects and workmanship as well as latent or patent defects. At no expense to the Town, the Contractor must correct any and all apparent latent defects that may occur with the manufacturer's warranty.

Should the Contractor fail to perform required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct the costs from any monies due the Contractor. Where sufficient funds are not available the Town will bill the Contractor and the Contractor must reimburse the Town within thirty (30) days. The Town may take any necessary and appropriate actions provided under this Contract or in law to collect such payment due the Town.

4.15 PROGRESS MEETINGS

The Town will conduct a pre-construction conference prior to the commencement of the Work. The Project Manager will hold progress and coordination meetings as necessary to ensure the timely completion of the Work.

4.16 SITE SECURITY & PARKING

The Contractor is solely responsible for making all arrangements for protection and security of its equipment and materials at the site including leaving any vehicles, equipment or materials at the Project site overnight or on weekends. Contractor assumes all liability and responsibility for all Project site security and any loss, damage or theft to its equipment and materials. The Contractor is solely responsible for making any necessary arrangements for the lawful parking of workers' vehicles. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor will be responsible for any loss, damage or theft to its equipment and materials.

4.17 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, materials, supplies, and equipment prior to the issuance of the notice of Final Acceptance or until the Town assumes beneficial use or beneficial occupancy. The Contractor will be liable for all damage, theft, safety, transport, and maintenance, until the Town issues a notice of Final Acceptance. The Contractor is responsible for all of its own tools, equipment, materials, and vehicles.

4.18 PROJECT SITE FACILITIES

The Town acting as the General Contractor will provide electricity and water to the Project site and will also provide portable toilets. The Town will not provide a construction trailer or storage trailers. Should the Contractor require a storage trailer arrangement must be made prior to delivery with the Project Manager.

4.19 SUBSTANTIAL COMPLETION, PUNCH LIST, FINAL ACCEPTANCE, & FINAL COMPLETION

The Work will be substantially complete when the Project Manager, in the reasonable exercise of his/her discretion determines that the Work is complete and there are no material or substantial variations from the Contract Documents. Upon Substantial Completion, the Project Manager and the Contractor will sign the Substantial Completion Inspection Form. The signing of this form does not relieve the Contractor from its obligation to complete the Project.

When the Contractor believes that the Work is substantially complete, the Contractor must request in writing that the Project Manager inspect the Work to determine if Substantial Completion has been achieved. The Project Manager will schedule the date and time for any inspection and notify the Contractor, Consultant and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form will be completed as necessary. Any remaining Construction Work must be identified on this form and will be known as Punch List Work. The Punch List will be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List does not relieve the

Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town.

The Project Manager and the Contractor will agree on the time reasonably required to complete all remaining Work included in the Punch List.

Upon Substantial Completion and completion of any Punch List items the Town will issue a Notice of Final Acceptance to the Contractor stating that all of the construction work required under the Contract has been completed.

Subsequent to the notice of Final Acceptance and the receipt and acceptance of all required documentation, the Project Manager will authorize final payment and release of retainage, if any.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

SECTION 6

BID FORM

Bid submittal of _____
(Name of Bidder)

(Address)

Submitted on: _____
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

PAVING AND STRIING OF TNE NEW PARKING LOT AND WALKWAYS FOR THE PARK EAST YOUTH CENTER

Bid No: 2015-63

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Government Center
6601 Main Street
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid Submittal ("Submittal") in response to the ITB issued by the Town of Miami Lakes with respect to ITB Number 2015-63.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided in the Submittal.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB,. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or

competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the above named company and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

Base Bid Amount \$ _____

Bid Alternate 1 Amount \$ _____

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

Street Address/Town/State/Zip: _____

Telephone No.: _____

E-Mail Address: _____

F.E.I.N. or E.I.N. No.: _____

END OF SECTION

ADDENDUM ACKNOWLEDGEMENT FORM

Part I: Listed below are the dates of issue for each Addendum received in connection with this Bid:

| | |
|---------------------|-------------|
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |

_____ No Addendum issued for this ITB

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, will be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, will be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

NOTARIZATION

STATE OF _____)

_____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, who is personally known to me or who has produced
_____ as identification and who (did/did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

QUESTIONNAIRE

4. Company Ownership

a. identify all owners of the company

| Name | Title | % of ownership |
|-------|-------|----------------|
| _____ | | |
| _____ | | |
| _____ | | |
| _____ | | |

- b. Is any owner identified above an owner in another company? ☐ Yes ☐ No
If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

| Name | Title | Signatory Authority |
|-------|-------|-----------------------------------------------------------------------------------------------------|
| | | All Cost No-Cost Other |
| _____ | | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| _____ | | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| _____ | | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

Explanation for Other: _____

5. Employee Information

Total No. of Payroll Employees: _____ Number of Managerial/Admin. Employees: _____

Number of Trades Personnel and total number per classification: (List Apprentices separately for each classification. Labor Force Personnel are to be listed separately. Use additional sheets if necessary)

6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

7. Insurance Information

a. Insurance Carrier name & address: _____

b. Insurance Contact Name, telephone, & e-mail: _____

c. Insurance Experience Modification Rating (EMR): _____
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: _____

8. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☐ No (If yes, provide an attachment that provides an explanation of the project and an explanation.

11. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, ☐ Yes ☐ No

12. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.

13. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work

B. Project Management & Subcontract Details

1. Project Manager for this Project:

a. Name: _____ ears with Company: _____

b Licenses/Certifications: _____

c. Last 3 projects with the company including role, scope of work, & value of project:

C. Prior Experience:

1. Provide the minimum number of reference forms required by the ITB signed by the owner of the projects. The project must have been completed and accepted by the owner to be considered. The required reference letters must include three (3) from projects that were completed more than three (3) years ago and two must have been completed within the last two (2) years.



6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov

To Whom it May Concern

Subject: Reference Letter for Bid No. 2015-63- ITB to Paving & Striping of New Parking Lot and Walkway for Park East Youth Center

Name of Bidder/Proposer: _____

The above referenced Contractor is submitting a bid/proposal for a solicitation that has been issued by the Town. We require that the Contractor provide written references with their submission. By providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent.

Title of Project: _____

Scope of Work: _____

Value of Project at Award \$ _____ Final Project value: \$ _____

Project Completion Date: _____ Was the work completed on time? ☐ Yes ☐ No

Were there any performance issues ? ☐ Yes ☐ No

Have there been any repairs required under the warranty? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☐ Yes ☐ No

If no to any of the above please provide details:

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: _____

Agency: _____ Title: _____

Telephone: _____ E-mail: _____

Signature: _____ Date: _____

Sincerely,

Gary Fabrikant
Procurement Manager

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual)

signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into an agreement with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and, that this form is valid through December 31st of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two of any change in the information contained in this form.

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR produced identification _____ Notary Public – State of _____

(type of identification)

My commission expires _____

(Printed, typed or stamped commissioned name notary public)

END OF SECTION

NON-COLLUSIVE AFFIDAVIT

State of _____ }

County of _____ }

_____ being first duly sworn, deposes and says that:

- a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) The price(s) quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, ____.

My Commission Expires:

Notary Public State of Florida at Large

Form NCA

CONFLICT OF INTEREST AFFIDAVIT

State of _____ }
 _____ } SS:
 County of _____ }

_____ being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder/Proposer that has submitted the attached Bid/Proposal and certifies the following;

Bidder/Proposer certifies by submitting its Bid/Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder/Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder/Proposer. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder/Proposer recognizes that with respect to this solicitation, if any Bidder/Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness _____ By: _____

 Witness (Printed Name)

 (Title)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, _____.

My Commission Expires:

Notary Public State of Florida at Large

SECTION 8

CONTRACT EXECUTION FORM

(To Be Completed at Time of Award)

This Contract **2015-63** made this ____ day of _____ in the year **2015** in the amount of \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and

(Name of Contractor)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Marjorie Tejada, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

(TBD)

By: _____

By: _____

Name: _____

Title: _____

(*) In the event that the Contractor is a corporation, there must be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(title of officer)
_____, is hereby authorized and instructed to enter into a contract, in the name
(name of officer)
and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)